(1852) 16 Beav. 59; *McLean v. Windam* (1912) 85 Vt. 167. In all of these cases the courts preferred to look for the real "intention" of the parties or to consider "substantial" performance as a substitute. Obviously, when the courts have done this they have in fact refused to enforce the legal relations arising out of the agreement of the parties, and have imposed legal relations created by the court. A court of equity, no more than a court of law, has power to change the terms of a contract, and it is believed that no search for the "intention" of the parties on the part of the court should ever justify a refusal to enforce the express words of the agreement. An express condition precedent whether considered to be reasonable or unreasonable should always be enforced, for after all, in the long run, the best test of what the contracting parties meant is what they said. The other line is represented by the following cases: *Brooke v. Garrod* (1857) 2 DeG. & J. 62; *Dibbins v. Dibbins* [1896] 2 Ch. 348; *Kemp v. Humphreys* (1852) 13 Ill. 573. In all of those cases time conditions were rightly and strictly enforced. There is a difference between a contract in which A and B mutually promise to pay and convey on a day named, and a contract in which B agrees to convey to A upon condition that payment is made on a specified date. *Ranelagh v. Melton* (1864) 2 Dr. & Sm. 278. In the latter case tender of payment on the day set is an express condition precedent and should be enforced. In the former it may not be, and in such a case it may often be proper and even necessary for the court to search out the real intention of the parties. Cf. *Bettini v. Gye* (1876) 1 Q.B.D. 183. The court in discussing the nature of the option said: "This privilege of purchase is not a mere offer but is a part of the consideration for the stipulations of the lessee, and any performance of his stipulations was the payment of some consideration towards the acquisition of the deed." If the court meant by this statement that performance of the covenants of the lease by the lessee was also part performance of the agreed equivalent to be given for the conveyance, it was probably error. The promise of the plaintiff to perform the stipulations of the lease was the consideration given for his lease-hold interest. That promise was also given in return for the option privilege. But it was not "consideration towards the acquisition of the deed." For a detailed treatment of the above points and others collaterally involved, see Professor Arthur L. Corbin, Option Contracts (1914) 23 YALE LAW JOURNAL, 641. C. M.

MARRIAGE—PROOF—SUFFICIENCY TO ESTABLISH.—GREEN v. NEW ORLEANS, S. & G. I. R. Co. (1917) 74 So. (LA.) 717.—The plaintiff sought to establish a contract of marriage by an indirect mode of inference; the marriage license which by statute was made the direct mode not being offered. *Held,* that it must be shown by evidence of a "convincing character" that the parties entered into their relations with the *bona fide* intention of permanently assuming the obligations and responsibilities of marriage; and that they carried their intentions into effect.

For a discussion of this question with special reference to the subsequent validation of a marriage illegal in its origin, see (1916) 26 YALE LAW JOURNAL, 145. S. F. D.